

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 3	
1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAAC-04-R-00019		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	
		4. DATE ISSUED 05/20/2004		5. REQUISITION/PURCHASE NUMBER AC-04-01139	
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		7. ADDRESS OFFER TO (If other than Item 6)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"					
SOLICITATION					
8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until <u>1530 CT</u> local time <u>06/15/2004</u> (Hour) (Date)					
CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.					
9. FOR INFORMATION CALL		A. NAME Sandra M Fink		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 405 954-8860	
				C. E-MAIL ADDRESS Sandra.M.Fink@faa.gov	
10. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC. DESCRIPTION PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I CONTRACT CLAUSES 10
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J LIST OF ATTACHMENTS 13
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input checked="" type="checkbox"/>	K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 14
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8	<input checked="" type="checkbox"/>	L INSTR., CONDS., AND NOTICES TO OFFERORS 19
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M EVALUATION FACTORS FOR AWARD 23
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	10		
OFFER (Must be fully completed by offeror)					
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.					
11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
12. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)	
				30 CALENDAR DAYS (%)	
				CALENDAR DAYS (%)	
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.		DATE	
14A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	
				15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		15. SIGNATURE	
AREA CODE	NUMBER			17. OFFER DATE	
AWARD (To be completed by CONTRACT AUTHORITY)					
18. ACCEPTED AS TO ITEMS NUMBERED		19. AMOUNT		20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
23. ADMINISTERED BY (If other than Item 6)		CODE		24. PAYMENT WILL BE MADE BY	
				CODE	
25. NAME OF CONTRACTING OFFICER (Type or print)				26. CONTRACT AUTHORITY	
				(Signature of Contracting Officer)	
				27. AWARD DATE	
IMPORTANT - Award will be made on this Form, or by other authorized official written notice.					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTFAAC-04-R-00019

PAGE

2

OF

3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 07/01/2004 to 06/30/2005 BASE YEAR Provide all training equipment, training aids, course materials, supplies, instructors, classrooms, and other facilities necessary to provide the training specified herein.				
001	Base Year Basic Auditing for AVR Personnel Course (28463) 400 Students/year	400.00	ST		
	OPTION YEAR I Provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein.				
002	1st Option Year Basic Auditing for AVR Personnel Course (28463) 400 Students /Year	400.00	ST		
	OPTION YEAR II Provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein.				
003	2nd Option Year Basic Auditing for AVR Personnel Course (28463) 400 Students/year	400.00	ST		
	OPTION YEAR III Provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training specified herein.				
004	3rd Option Year Basic Auditing for AVR Personnel Course (28463) 400 Students/year	400.00	ST		
	OPTION YEAR IV Provide all training equipment, training aids, course materials, supplies, instructors, classroom, and other facilities necessary to provide the training Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFAAC-04-R-00019	PAGE 3	OF 3
--------------------	--	-----------	---------

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
005	<p>specified herein.</p> <p>4th Option Year</p> <p>Basic Auditing for AVR Personnel</p> <p>Course (28463)</p> <p>400 Students/year</p>	400.00	ST		

PART I - SECTION C SCOPE OF WORK

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 GENERAL

- a. Provide the services, as referenced below, in accordance with Paragraph C.2, Performance Work Statement (PWS), for the Basic Auditor Course, 28463.
- b. If the successful offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

C.2 PERFORMANCE WORK STATEMENT

C.2.1 Scope of work

The Contractor shall train approximately 400 FAA Aviation Safety Inspectors per year in Basic Auditing as ordered by the Government. Course shall provide approximately 24 hours of instruction and will accomplish the training outcomes specified in Section C.5. Class size should not exceed 25 students.

IN ADDITION:

- a. The classes shall not contain content or methodology likely to produce high levels of emotional response;
- b. The training content and methodology of the classes shall not be associated with religious, quasi-religious, or new age belief systems;
- c. The class presentation shall not attempt to change or influence an individual's personal values or lifestyle outside the workplace:

C.2.2 Qualifications of Personnel

The contractor shall provide professional instructors to deliver the course using government accepted materials. The instructor qualifications shall, at a minimum, include the following:

- a. Extensive experience in delivering audit training to adults,
- b. Pertinent experience as an audit team leader,
- c. Experience performing compliance audits in aviation related organizations.

C.2.3 Quality Assurance

C.2.3.a Class Monitoring

An FAA technical representative shall be permitted to monitor classroom and laboratory sessions to assure that all training outcomes and contract specifications are met.

C.2.3.b Course Evaluation

An end-of-course student evaluation template will be furnished by the FAA. The contractor will furnish copies for completion by each student prior to class completion. The completed original of all forms shall be forwarded to the Contracting Officer's Representative (COR) within 15 days of class completion.

C.2.3.c Definitions

Contracting Officer (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the Contracting Officer to a technical representative, the Contracting Officer is the only individual with the authority to direct the work of the Contractor.

Contracting Officer's Representative (COR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.

DOT: United States Department of Transportation

FAA: Federal Aviation Administration, a component agency of the U.S. Department of Transportation

Quality Assurance: Actions taken by the Government to ensure contractor compliance with the provisions of the Performance Work Statement.

Quality Control: Action taken by the Contractor to ensure compliance with the provisions of the Performance Work Statement.

Training Materials: Course materials, equipment and supplies used by the Contractor in the development, presentation, practice and evaluation of training.

Training Outcomes: The total combination of skills and knowledge that the learner must acquire to perform a job assignment.

C.3 Government-Furnished Property

None

C.4 Contractor-Furnished Property and Facilities

C.4.1 Training Facilities.

The following elements shall apply to contractor furnished facilities:

- a. Classroom must be large enough to accommodate at least the entire class plus two observers, with either desks or tables large enough to allow the students to be able to take notes and still have space for them to keep their reference books open during lecture periods. Student chairs must be ergonomically appropriate for 8-hour occupancy.
- b. Sufficient presentation boards for effective teaching shall be provided.
- c. The classroom shall be well lighted. There shall be not less than 30 foot-candles of illumination at the student's desk or table.
- d. The classroom shall be cleaned not less than two times each week of instruction.
- e. Sanitary restroom facilities shall be available within convenient distance of the classroom.
- f. The classroom facilities shall be adequately ventilated; heated in winter and cooled in summer. Temperature range shall not exceed 68 to 74 degrees, Fahrenheit.

- g. Ambient noise shall be below the distraction point. At any position in the classroom, normal instructor voice levels should exceed the ambient noise level by 20 decibels.
- h. Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training. Each class shall receive a briefing on safety and security procedures to ensure proper egress in the event of any foreseeable emergency.
- i. Local environmental distraction adversely affecting student learning shall be eliminated.
- j. Adequate free student parking shall be available near the training site.
- k. Visual aids used in the classroom shall be legible, visible from each student station, and color enhanced as necessary.

C.5 Specific Tasks

C.5.1 Conduct of Training

C.5.1.1 Daily Sessions

Training shall be conducted on a one-shift basis, eight hours per day. Training should start on Tuesday and end on Thursday. Training should not start on a day following a federal holiday. Local or state holidays shall not interrupt the training period. Normal hours of training should not begin later than 8:00 a.m. Should a requirement exist to change either the hours or days of training indicated, the change must be coordinated in advance with the FAA COR.

C.5.1.2 Student Grade and Reports

Each student's performance shall be graded on a pass/fail basis. The contractor shall, within two weeks after class completion, furnish a report to the COR reflecting the student's final grades, attendance records, and any additional comments deemed necessary concerning his/her attitude and ability. Each student shall receive a certificate of graduation, pending satisfactory completion of all lessons and exercises. Testing, if used, should be conducted with open textbook for reference.

C.5.1.3 Level of Training

Each class of instruction shall adhere to the adult learning principles, which include but are not limited to:

- a. Focus the training on "Real World" situations and applications.
- b. Emphasize how the training can be applied.
- c. Relate the training to the instructional objectives.
- d. If possible, relate the training materials to the FAA employees past experience.
- e. Allow reasonable debate and challenge of ideas.
- f. Encourage FAA employees to be resources to one another.

C.5.2 Training Outcomes

C.5.2.1 The participant will understand and be able to describe in their own words:

- the purpose of auditing.
- how to plan an audit
- the preparation for an audit
- the elements of an efficient and effective audit

- at least three quality management systems commonly found in aerospace organizations
- audit methods
- audit tools and techniques
- audit documentation
- audit reports
- auditor rolls and responsibilities
- post audit activities
- follow-up and verification of audit corrective action.

The participants will be given opportunities to practice the basic auditor skill set to the maximum extent practicable within the allotted time.

C.5.3 Additional Requirements

C.5.3.1 Develop Welcome Package information

Welcome Package information is intended to aid students in making travel, lodging, and dining arrangements for class attendance. Welcome Package information will include site-specific information for each site included in the class schedule. At a minimum this information shall include the following:

- Site address and map/directions to the site
- Local Point of Contact and phone number
- Commercially available lodging near the training site and rates
- Transportation availability between lodging locations, airport, and training site
- Dining options in the area near lodging locations and training site

C.5.3.2 This section applies (at the discretion of the COR) to first time contractors for this course or after any major changes to the course or staff.

Deliver a prototype course using government accepted lesson plans and training materials

The contractor shall provide training facilities at training sites identified in the agreed upon class schedule. The facility shall accommodate a class size of up to 25 students and provide space for six FAA observers at the rear of the class. The facility shall also accommodate small group activities for four groups of five students simultaneously. The facility shall provide capability to display training material.

The contractor shall reproduce and provide legible copies of the printed materials necessary to conduct the course including Instructor Guides, Student Guides, Exercise Worksheets, Handouts and other materials required for successful course delivery. The contractor shall also provide pencils and blank paper for note-taking as required.

If a prototype class is required the schedule should include a 30 day break between the first and second class for adjustments. After the prototype, if required, it is permissible to conduct multiple classes to achieve the total number of classes in the allotted time if sufficient, qualified, instructors are available.

C.5.3.3 Deliver the Basic Auditor classes using government accepted lesson plans and training materials.

a. The contractor shall provide training facilities according to the class schedule. The facility shall accommodate a class size of up to 25 students and provide space for two FAA observers at the rear of the class. The facility shall also accommodate small group activities for four groups of five students simultaneously. The facility shall provide capability to display all training material.

b. The contractor shall reproduce and provide legible copies of printed materials necessary to conduct the course including Instructor Guides, Student Guides, Exercise Worksheets, Handouts and other materials required for successful course delivery. The contractor shall also provide pencils and blank paper for note-taking as required.

c. The COR will provide the contractor the number of classes. The contractor shall present the COR with a list of proposed locations and dates. The contractor and COR will finalize the class dates and locations at least 45 days prior to the first class.

d. The contractor shall provide the COR with a list of instructors and their qualifications prior to the start of class with ample time to replace any unacceptable instructors. Subsequent changes must be coordinated with the COR.

PART I - SECTION D PACKAGING AND MARKING

Not Applicable.

PART I - SECTION E INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

PART I - SECTION F DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 TRAINING SCHEDULE (FEB 1997)**CLA.0241**

- (a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer.
- (b) Exact training dates will be by mutual agreement of both parties.
- (c) In the event of conflict, such as equipment malfunction, weather, unavailability of instructors training dates will be rescheduled to other mutually agreeable dates.

F.3 CONTRACT PERIOD (JAN 1997)**CLA.1604**

The effective period of this contract is for one year from date of award, and four one-year options, if exercised.

**PART I - SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 ACCOUNTING AND APPROPRIATION DATA

Funding will be obligated per issuance of each individual delivery order.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
(AMA-260)
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
 - (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1-1.

3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (June 2001)

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA.0148

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

PART II - SECTION I CONTRACT CLAUSES

3.2.4-16 Ordering (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 06/30/2005.
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
 - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one class, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 2 classes;

(2) Any order for a combination of items in excess of 400 students; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 06/30/2005.

(End of clause)

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years, 6 (six) months.

(End of clause)

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1-1.

- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)
- 3.2.2.3-26 Price Reduction for Defective Cost or Pricing Data--Modifications (April 1996)
- 3.2.2.3-28 Subcontractor Cost or Pricing Data--Modifications (April 1996)
- 3.2.2.3-29 Integrity of Unit Prices (April 1996)
- 3.2.2.3-33 Order of Precedence (January 1999)
- 3.2.2.3-75 Requests for Contract Information (April 2002)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)

3.3.1-1	Payments (April 1996)
3.3.1-9	Interest (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2003)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.2-8	Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
3.5-13	Rights in Data--General (October 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (April 1996)
3.6.2-5	Certification of Nonsegregated Facilities (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-11	Toxic Chemical Release Reporting (August 1998)
3.6.4-2	Buy American Act--Supplies (July 1996)
3.7-1	Privacy Act Notification (October 1996)
3.7-2	Privacy Act (October 1996)
3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-9	Stop-Work Order (October 1996)
3.10.1-11	Government Delay of Work (April 1996)
3.10.1-12	Changes--Fixed-Price (April 1996)
3.10.1-22	Contracting Officer's Technical Representative (July 1996)
3.10.1-24	Notice of Delay (November 1997)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7	Excusable Delays (October 1996)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
-------------------	--------------	-------------	---------------------

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.2.2.3-2 Minimum Offer Acceptance Period (January 2004)

- (a) The FAA needs a minimum acceptance period of 60 calendar days before awarding a contract. However, offerors in your response to this SIR may request a different minimum acceptance period. Your request must clearly indicate why you need a different period, and what that different period is. The CO may reject any alternate minimum acceptance period.
- (b) If the FAA accepts your proposed minimum acceptance period, you agree to fully perform your offer starting at your earliest noted calendar day.
- (c) This provision supersedes any language about any acceptance period mentioned elsewhere in this SIR.

(End of provision)

3.2.2.3-10 Type of Business Organization (January 2004)

By checking the applicable box, Offerors (you) represent that ☐

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

(End of provision)

3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (April 2002)

(a) Any contract resulting from the issuance of this Screening Information Request (SIR) may be the subject of a request for release pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the offeror's response to this SIR relative to potential release of information contained in any resultant contract is set forth at (c) below.

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror represents that--(1)☐ It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2)☐ It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The offeror represents that ☐ its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the offeror represents that--(1)☐ It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.2.2.3-23 Place of Performance (April 1996)

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR), [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner
(Street, Address, City, and Operator of the Plant or
County, State, Zip Code) Facility if Other than Offeror

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.
- (2) The small business size standard is \$6,000,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1-1.

- 3.2.5-2 Independent Price Determination (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.6.3-1 Clean Air and Water Certification (April 2000)**

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.2.2.3-11 Unnecessarily Elaborate Submittals (April 1996)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this Screening Information Request (SIR) are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (April 1996)

In compliance with the Screening Information Request (SIR), the offeror agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the SIR for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a requirements type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.1 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.2 QUALIFICATION CRITERIA (JAN 1997)**CLA.0253**

To be considered qualified and responsive, each offeror shall submit a copy of the proposed training curriculum outline for the course identified herein, pursuant to applicable Federal Aviation Regulations (FAR) and a copy of each instructor's resume. If a simulator or training device is a required part of the training, the contractor must either have or have access to a simulator or training device.

L.3 TECHNICAL PROPOSAL (JAN 1997)**CLA.0264r**

(a) Offerors must, in addition to the price proposal, submit a technical proposal in sufficient detail to demonstrate their complete understanding of the Performance Work Statement, Part I, Section C, Paragraph C.5.2 Training Outcomes, Paragraph C.5.3 Additional Requirements, and the availability of experienced management and technical personnel necessary to perform the services described in the solicitation. Technical proposals will be evaluated in accordance with the criteria set forth in Part IV, Section M, Paragraph M.1, Evaluation Factors. Therefore, your proposal must contain information regarding technical capability, technical experience, training course experience, personnel capability, and technical management capability, in addition to any other information you deem necessary to demonstrate your abilities.

(b) Technical proposals shall be in narrative form (two copies) and should be typewritten on bond paper measuring 8-1/2 x 11 inches. Sheets may be printed on both sides; foldouts should not exceed 18 inches. Technical proposals shall be organized by section, and appropriately tabbed or identified as follows:

(1) Training curriculum demonstrating in detail how the offeror will accomplish the work specified in the Statement of Work; i.e., depth of the course of instruction and any other information deemed pertinent to enable the Government to make a determination.

(2) Tentative dates available for conducting the training within the time frame specified in Part I, Section F, Paragraph F.2, Training Schedule.

(3) For each instructor, the offeror shall furnish complete and detailed information in the form of a resume including the background; education; training; experience and special qualifications including previous work in related areas and similar projects; and performance references.

(4) Experience and previous work by the contractor in related areas: any pertinent or special qualifications, including experience in similar projects.

(5) The offeror shall describe his organization and management policies to accomplish the contract requirements. Functional policies, techniques, and procedures applicable to the management of the contract effort shall be provided.

(6) The offeror shall show evidence of availability and advise the type of aircraft and/or simulator intended to be used in the performance of this contract.

(c) Offeror's comments such as "will comply" will not constitute an acceptable response. Statements to the effect that the prospective offeror understands, can or will comply with the specifications in whole or in part, phrases such as "standard procedures will be used" or "well known techniques will be utilized" will not constitute compliance with these requirements concerning the content of the technical proposal.

L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997) CLA.1045

(a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals that are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) Provide a course syllabus in sufficient detail to show how the technical content requirements will be met. Show the hours allotted to each subject;

(d) In addition to the technical information requested above, offerors must provide the following additional information.

- (1) Provide your projected training schedule and dates when contract training can be performed;
- (2) Provide a brief description of your experience in conducting similar or identical training on subject type aircraft;
- (3) If simulator training is required as a part of your proposal, provide evidence of having an FAA-approved simulator, or proof of access to an FAA-approved simulator, which will enable adequate contract performance;
- (4) If the proposal includes lease of an aircraft or a simulator, provide a copy of the lease/rental agreement and documentation showing evidence that lease/rental price is the most advantageous to the Government;
- (5) Describe the availability of facilities, classes, instructors, equipment, etc., to meet the requirements of the solicitation.

L.5 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.6 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1-1.

- | | |
|------------|--|
| 3.2.2.3-1 | False Statements in Offers (April 1996) |
| 3.2.2.3-12 | Amendments to Screening Information Requests (April 1996) |
| 3.2.2.3-14 | Late Submissions, Modifications, and Withdrawals of Submittals (October 1996) |
| 3.2.2.3-16 | Restriction on Disclosure and Use of Data (April 1996) |
| 3.2.2.3-17 | Preparation of Offers (October 1996) |
| 3.2.2.3-18 | Explanation to Prospective Offerors (April 1996) |
| 3.2.2.3-19 | Contract Award (April 1996) |
| 3.13-4 | Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997) |

**PART IV - SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION OF PROPOSALS (JAN 1997)**CLA.0276**

(a) Technical proposals shall be evaluated for basic adequacy and shall be considered for the purpose of award on an "acceptable" or "unacceptable" basis only, as determined by the procedures outlined in Part IV, Section L, Paragraph L.4, Technical Proposal.

(b) The following information in the technical proposal will be evaluated for acceptability:

(1) Depth of the course of instruction as determined through review of a copy of the training outline.

(2) Availability of classes to meet FAA training needs as determined by review of the tentative training dates submitted with the proposal.

(3) Experience of the instructor(s) based on their resume.

(4) Experience of the company in offering similar or identical training. Each offeror shall provide sufficient evidence when requested by the designated training coordinator, such as copies of actual documents developed or manuals describing systems developed if a determination on the offeror's technical acceptability cannot be made by review of the training outline.

(5) Functional policies, techniques, and procedures applicable to the management of the contract effort.

(6) Access to a simulator or training device, when applicable.

(c) The technical proposal shall include, but need not necessarily be limited to, the items shown in (b)(1), (b)(2), (b)(3), (b)(4), (b)(5) and (b)(6). Failure to do so may result in your proposal being eliminated from further consideration.

(d) The Government may discuss the technical aspects of any proposal with the concern submitting the proposal and reserves the right to allow offerors to modify their proposals as necessary to make them technically acceptable. Offerors are advised to submit proposals as necessary to make them technically acceptable and to submit proposals which are fully and clearly acceptable without additional explanation or information, since the Government may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with the award, without further information from the offeror. The number of discussions to be held with any offeror is at the sole discretion of the Government.

(e) The offeror's technical proposal and any subsequent negotiated changes thereto shall be incorporated in any resultant contract, and the commitments made therein shall be binding. In the event of conflict or ambiguity between the contractor's technical proposal (including any amendments) and the Government's stated requirement, the Government's stated requirement shall govern and nothing in said technical proposal shall constitute a waiver of any of the provisions of said requirements.

(f) Price evaluation will be based on the pricing elements and total price per class in selecting the proposal which is most advantageous to the Government. Award will be made to the lowest-priced offeror, which meets all technical requirements.

M.2 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

3.2.4-31 Evaluation of Options (April 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)